

**DEPARTMENT OF TRANSPORTATION****DIVISION OF ENGINEERING SERVICES**

OFFICE ENGINEER, MS 43

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Be energy efficient!***\*\* WARNING \*\* WARNING \*\* WARNING \*\* WARNING \*\*****This document is intended for informational purposes only.**

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April 12, 2006

04-Mrn,CC-580-0.0/1.9,6.1/7.7

04-041524

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in IN CONTRA COSTA AND MARIN COUNTIES ON ROUTE 580 RICHMOND-SAN RAFAEL BRIDGE.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on April 26, 2006.

This addendum is being issued to revise the Project Plans, the Notice to Contractors and Special Provisions, and the Proposal and Contract.

Project Plan Sheets 17, 18, 19, 46, 51 and 57 are revised. Half-sized copies of the revised sheets are attached for substitution for the like-numbered sheets.

Project Plan Sheets 19A, 19B, 19C, 19D, 19E, 59A and 59B are added. Half-sized copies of the added sheets are attached for addition to the project plans.

Project Plan Sheets 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31 are deleted.

In the Notice to Contractors, the tenth paragraph is deleted and the eleventh paragraph is revised as follows:

"This project is subject to the State Small Business Preference, Non-Small Business Subcontractor Preference, and California Company Reciprocal Preference."

In the Special Provisions, Section 2, "PROPOSAL REQUIREMENTS AND CONDITIONS," is revised in its entirety as attached.

In the Special Provisions, Section 3, "AWARD AND EXECUTION OF CONTRACT," is revised in its entirety as attached.

In the Special Provisions, "SECTION 4, "BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES," the last two paragraphs are revised as follows:

"The Contractor shall pay to the State of California the sum of \$13,900.00 per day, for each and every calendar day's delay in finishing the work after expiration of the number of working days bid, until work requiring closure of lanes or shoulders on State Highway Route 580 is complete.

The Contractor shall pay to the State of California the sum of \$11,200.00 per day, for each and every calendar day's delay in finishing the work after expiration of the number of working days bid, if no further lane or shoulder closures are required on State Highway Route 580 to complete the remaining work."

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In the Special Provisions, Section 5-1.08, "SUBCONTRACTOR AND DVBE RECORDS," is deleted.

In the Special Provisions, Section 5-1.086, "PERFORMANCE OF DVBE SUBCONTRACTORS AND SUPPLIERS," is deleted.

In the Special Provisions, Section 5-1.09, "SUBCONTRACTING," is replaced with the attached Section 5-1.09, "SUBCONTRACTING," Section 5-1.09A, "DVBE SUBCONTRACTING," and Section 5-1.09B, "NON-SMALL BUSINESS CONTRACTING."

In the Special Provisions, Section 5-1.114, "VALUE ANALYSIS," is deleted.

In the Special Provisions, Section 5-1.12, "ESCROW OF BID DOCUMENTATION," is deleted but replaced in Section 2.

In the Special Provisions, Section 5-1.32, "ENVIRONMENTAL WORK RESTRICTIONS, the Tables after the last paragraph are revised as follows:

Richmond-San Rafael Bridge Seismic Retrofit  
**ENVIRONMENTAL WORK RESTRICTIONS**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
No Activity Between Piers 52 Through 57 (Inclusive)												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
No activity within "Cormorant Colony"												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Anticipated Double-Crested Cormorant Breeding Season (For Work Outside "Cormorant Colony")												
Anticipated Western Gull Breeding Season												

In the Special Provisions, Section 9, "DESCRIPTION OF BRIDGE WORK," is revised as follows:

"The bridge work to be done consists, in general, of repairing deck joints, removing existing mortar deck surface and placing polyester concrete overlay as shown on the plans and briefly described as follows:

Richmond - San Rafael Bridge  
(Bridge No. 28-100)

The existing bridge was constructed with a combination of trestle, truss spans, cantilever spans, and girder spans, with upper deck and lower deck, for a total length of 6505 meters approximately."

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In the Special Provisions, Section 10-1.01, "ORDER OF WORK," the following three paragraphs are added after the third paragraph:

"Prior to placing polyester concrete overlay, the damaged deck joints shall be repaired."

Attention is directed to "Repair Deck Joints" of these special provisions.

The Contractor shall schedule his operations so that a section of the deck joint removed during a work shift shall be completely replaced in that same work shift, prior to the time the lane is to be opened to public traffic."

In the Special Provisions, Section 10-1.13, "MAINTAINING TRAFFIC," the following paragraph is added after the second paragraph:

"This project is concurrent with EA 04-0415U4, deck resurfacing on the San Francisco-Oakland Bay Bridge (SFOBB). Two, full-deck closures, each 72 hours in duration, are anticipated for the SFOBB project. During these closures the Contractor shall suspend all work on this project, except for only the work required to maintain safe traffic flow in each direction. The Contractor shall maintain two open lanes of traffic in each direction for the full duration of the SFOBB closure. The Engineer will inform the Contractor in writing not less than one week in advance of an anticipated SFOBB closure. The Contractor shall resume regular work at the direction of the Engineer."

In the Special Provisions, Section 10-1.13, "MAINTAINING TRAFFIC," in the last paragraph, Lane Closure "Chart No. 3" is deleted and Chart Nos. 1 and 2 are revised as attached.

In the Special Provisions, Section 10-1.21, "EXISTING HIGHWAY FACILITIES," subsection "REPAIR DECK JOINTS," is added after the last paragraph as attached.

In the Proposal and Contract, page 6, "REQUEST FOR SMALL BUSINESS PREFERENCE," is replaced with page 6, "REQUEST FOR SMALL BUSINESS PREFERENCE ON NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE," as attached.

In the Proposal and Contract, page 14A, "CALTRANS BIDDER-SMALL BIDDER CONTRACTOR-INFORMATION," is added as attached.

In the Proposal and Contract, the Engineer's Estimate Items 11 and 13 are revised, Items 27, 28, and 29 are added and Items 12 and 26 are deleted as attached.

To Proposal and Contract book holders:

Replace the entire Engineer's Estimate in the Proposal with the attached revised Engineer's Estimate. The revised Engineer's Estimate is to be used in the bid.

Inquiries or questions in regard to this addendum must be communicated as a bidder inquiry and must be made as noted in the NOTICE TO CONTRACTORS section of the Notice to Contractors and Special Provisions.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

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This office is sending this addendum by UPS overnight mail to Proposal and Contract book holders to ensure that each receives it. A copy of this addendum is available for the contractor's use on the Internet Site:

**[http://www.dot.ca.gov/hq/esc/oe/weekly\\_ads/addendum\\_page.html](http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addendum_page.html)**

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

REBECCA D. HARNAGEL, Chief  
Office of Plans, Specifications & Estimates  
Office Engineer

Attachments

## **SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

### **2-1.01 GENERAL**

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

The proposal shall set forth in clearly legible figures and in the respective spaces provided:

- A. Unit Prices
- B. Item Totals
- C. TOTAL BID (A)
- D. Number of working days bid for completion of the work
- E. TOTAL BID (B) - product of the working days bid and the cost per day shown on the Engineer's Estimate
- F. TOTAL BASIS FOR COMPARISON OF BIDS (A+B)

The proposal shall be signed by the bidder, who shall fill out the blanks in the proposal form as therein required.

The bidder shall complete the "List of Subcontractors" form in the Proposal and Contract book, listing the name, address, and portion of work to be performed by each subcontractor listed. In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, the bidder shall list on this form each first tier Disabled Veteran Business Enterprise subcontractor to be used for credit in meeting the goal. A first tier subcontractor is one to whom the bidder proposes to directly subcontract portions of the work.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

The amount of the bidder's security required in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications shall be based on the "TOTAL BID (A)" set forth on the proposal form.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, Central Region Construction, P.O. Box 12616, Fresno, CA 93778, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, (including but not limited to DVBE submittals, and escrowed bid documents or prequalification materials when required), may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on any subsequent public works contracts.

### **2-1.02 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**

It is the policy of the Department that Disabled Veteran Business Enterprises (DVBEs) shall be provided the opportunity for full participation in the performance of contracts financed solely with state funds. The Contractor shall take all necessary and reasonable steps to ensure that DVBEs have such opportunity to participate in the performance of this contract. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

It is the bidder's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DVBE subcontractors and suppliers, so as to assure meeting the goal for DVBE participation or to provide information to establish that, prior to bidding, the bidder made good faith efforts to do so.

Section 999, et seq., of the Military and Veterans Code sets forth requirements for DVBE participation goals, summarized as follows:

- A. "Disabled Veteran Business Enterprise" (DVBE) means a business concern certified as a DVBE by the Office of Small Business and DVBE Services, Department of General Services.
- B. DVBEs must be certified on the date bids for the project are opened before credit may be allowed toward the DVBE goal. It is the Contractor's responsibility to verify that DVBEs are certified.
- C. The disabled veteran business owner must be domiciled in the State of California.
- D. A DVBE may participate as a prime contractor, as a subcontractor, as a joint venture partner with a prime or subcontractor, or as a vendor of material or supplies.

- E. The DVBE must perform a commercially useful function, that is, be responsible for the execution of a distinct element of the work and carry out its responsibility by actually performing, managing, or supervising the work. An extra participant will not be considered to perform a commercially useful function.
- F. Credit for DVBE prime contractors will be 100 percent of the contract price.
- G. Credit for participation of a DVBE subcontractor, supplier, or broker will be 100 percent provided such DVBE is performing a commercially useful function.
- H. A DVBE broker shall submit the required declarations and federal tax returns at the time of performance.

Failure to carry out the requirements of Section 999, et seq., of the Military and Veterans Code shall constitute a material breach of this contract and may result in termination of the contract or other remedy the Department deems appropriate.

A DVBE joint venture partner must be responsible for specific contract items of work, or portions thereof. The DVBE joint venture partner must share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The DVBE joint venture must submit the joint venture agreement with the Caltrans Bidder DVBE Information form required in Section 2-1.04, "Submission of DVBE Information," elsewhere in these special provisions.

Section 10115 of the Public Contract Code requires the Department to establish a goal for Disabled Veteran Business Enterprise (DVBE) participation in contracts.

#### **2-1.02A DVBE GOAL FOR THIS PROJECT**

##### **The Disabled Veteran Business Enterprise (DVBE) participation goal for this project: 3 percent.**

The Office of Small Business and DVBE Services, Department of General Services, is located at 707 Third Street, West Sacramento, CA 95605. It may be contacted at (800) 559-5529 or (916) 375-4940 or its internet web site at <http://www.pd.dgs.ca.gov/smbus/default.htm> for program information.

#### **2-1.02B SUBMISSION OF DVBE INFORMATION**

The required DVBE information shall be submitted on the "CALTRANS BIDDER - DVBE INFORMATION" form included in the Proposal. If this information is not submitted with the bid, the DVBE information forms shall be removed from the documents prior to submitting the bid.

If the DVBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit the DVBE information to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. Failure to submit the required DVBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DVBE information unless requested to do so by the Department.

The bidder's DVBE information shall establish that either it met the goal or that, prior to bidding, it made good faith efforts to meet the goal. Information demonstrating that a good faith effort to meet the DVBE goal has been made by the bidder shall be submitted on the "DVBE INFORMATION GOOD FAITH EFFORTS" form included in the Proposal.

Bidders are cautioned that even though their submittal indicates they will meet the stated DVBE goal, their submittal should also include their good faith efforts information along with their DVBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The bidder's DVBE information shall include the names of all DVBE firms that will participate, with a complete description of work or supplies to be provided by each and the dollar value of each DVBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DVBE, a description of the exact portion of that work to be performed or furnished by that DVBE shall be included in the DVBE information, including the planned location of that work.

A bidder shall be deemed to have made good faith efforts if, within the time specified by the Department, it submits documentary evidence that all of the following actions were taken:

- A. Contact was made with the Office of Small Business and DVBE services, Department of General Services or their web site at <http://www.pd.dgs.ca.gov/smbus/default.htm> to identify Disabled Veteran Business Enterprises.
- B. Advertising was published in trade media and media focusing on Disabled Veteran Business Enterprises, unless time limits imposed by the Department do not permit that advertising.
- C. Invitations to bid were submitted to potential Disabled Veteran Business Enterprise contractors.
- D. Available Disabled Veteran Business Enterprises were considered.

### **2-1.03 SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES**

Attention is directed to the Small Business Procurement and Contract Act, Government Code Section 14835, et seq. and to the Small Business regulations at Title 2, California Code of Regulations, Section 1896, et seq.

Bidders, subcontractors, and suppliers who wish to be certified as Small Businesses under the provisions of those laws and regulations, shall be certified as Small Business by the Office of Small Business and DVBE Services, Department of General Services, 707 Third Street, West Sacramento, CA 95605.

Attention is directed to "Award and Execution of Contract" of these special provisions.

#### **2-1.03A SMALL BUSINESS PREFERENCE**

To request Small Business Preference, bidders shall fill out and sign the "Request for Small Business Preference and Non-small Business Subcontractor Preference" form in the Proposal and shall attach a copy of their Office of Small Business and DVBE Services small business certification letter to the form. The bidder's signature on the "Request for Small Business Preference" certifies that the bidder is certified as a Small Business at the time and day of bid opening or has applied for certification and is subsequently certified by the Department of General Services.

#### **2-1.03B NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE**

To request Non-small Business Subcontractor Preference, bidders shall fill out and sign the "Request for Small Business Preference and Non-small Business Subcontractor Preference" form in the Proposal. The bidder's signature certifies that the bidder commits to subcontract at least 25 percent of its bid amount with one or more subcontractors or suppliers that are certified as Small Businesses.

The bidder shall also fill out the "CALTRANS BIDDER – SMALL BUSINESS SUBCONTRACTOR INFORMATION" form. If the Small Business Subcontractor information is not submitted with the bid, the form shall be removed from the documents and submitted in the same time and manner specified for DVBE information in "Submission of DVBE Information" of these special provisions. The bidder shall attach a copy of the Office of Small Business and DVBE Services small business certification letter for each listed subcontractor or supplier, to the form. The listed subcontractors and suppliers shall be certified as Small Business at the time and day of bid opening or have applied for certification and are subsequently certified by the Department of General Services. Each listed subcontractors or supplier shall be designated to perform a commercially useful function.

### **2-1.04 CALIFORNIA COMPANY PREFERENCE**

Attention is directed to "Award and Execution of Contract" of these special provisions.

In conformance with the requirements of Section 6107 of the Public Contract Code, a "California company" will be granted a reciprocal preference for bid comparison purposes as against a nonresident contractor from any state that gives or requires a preference to be given contractors from that state on its public entity construction contracts.

A "California company" means a sole proprietorship, partnership, joint venture, corporation, or other business entity that was a licensed California contractor on the date when bids for the public contract were opened and meets one of the following:

- A. Has its principal place of business in California.
- B. Has its principal place of business in a state in which there is no local contractor preference on construction contracts.
- C. Has its principal place of business in a state in which there is a local contractor construction preference and the contractor has paid not less than \$5000 in sales or use taxes to California for construction related activity for each of the five years immediately preceding the submission of the bid.

To carry out the "California company" reciprocal preference requirements of Section 6107 of the Public Contract Code, all bidders shall fill out and sign the California Company Preference form in the Proposal. The bidder's signature on the California Company Preference form certifies, under penalty of perjury, that the bidder is or is not a "California company" and if not, the amount of the preference applied by the state of the nonresident Contractor.

A nonresident Contractor shall disclose any and all bid preferences provided to the nonresident Contractor by the state or country in which the nonresident Contractor has its principal place of business.

Proposals without the California Company Preference form filled out and signed may be rejected.

## **2-1.05 ESCROW OF BID DOCUMENTATION**

Bid documentation shall consist of all documentary and calculated information generated by the Contractor in preparation of the bid. The bid documentation shall conform to the requirements in these special provisions, and shall be submitted to the Department and held in escrow for the duration of the contract.

The escrowed bid documents will be the only documents accepted from the Contractor regarding preparation of the bid.

In signing the proposal, the bidder certifies that the material submitted for escrow constitutes all the documentary information used in preparation of the bid and that he has personally examined the contents of the container and that they are complete.

Nothing in the bid documentation shall be construed to change or modify the terms or conditions of the contract.

Escrowed bid documentation will not be used for pre-award evaluation of the Contractor's anticipated methods of construction, nor to assess the Contractor's qualifications for performing the work.

Bid documentation shall clearly itemize the Contractor's estimated costs of performing the work. The documentation submitted shall be complete and so detailed as to allow for an in-depth analysis of the Contractor's estimate.

The Contractor shall submit its bid documentation which shall include, but not be limited to:

1. quantity takeoffs;
2. rate schedules for the direct costs and the time- and nontime-related indirect costs for
  - a. labor (by craft),
  - b. plant and equipment ownership and operation,
  - c. permanent and expendable materials,
  - d. insurance and subcontracted work;
3. estimated construction schedules, including sequence and duration and development of production rates;
4. quotations, terms and limitations of quotes, and subcontracts related to subcontractors, manufacturers and suppliers;
5. estimates of field and home office overhead;
6. contingency and margin for each contract item of work;
7. names of the persons responsible for preparing the bidder's estimate, and other reports, calculations, assumptions and supplemental information used by the bidder to arrive at the estimate submitted with the proposal.
8. bid documentation for each subcontractor, manufacturer and supplier whose total subcontract or purchase orders exceeds or is expected to exceed \$250,000. Bid documentation for other subcontractors, manufacturers, and suppliers may be submitted, if required by the Contractor or requested by the subcontractor, manufacturer, or supplier.

If required by the Contractor or requested by the subcontractor, manufacturer, or supplier, additional information may be submitted by the subcontractor, manufacturer, or supplier. Subcontractor, manufacturer and supplier bid documentation shall conform to the requirements for the Contractor's documentation and shall be enclosed with the Contractor's submittal, regardless of whether or not subcontracts or purchase orders have been executed or entered into on the date that bid documentation is submitted for escrow. If at the time that bid documentation is submitted for escrow, the subcontractor, manufacturer or supplier does not have a executed subcontract or purchase orders, and a subcontract or purchase orders is subsequently executed, then a copy of the executed subcontract or purchase orders shall be submitted into escrow within 14 days of the execution of the respective subcontract or purchase orders. The examination of subcontractors', manufacturers' and suppliers' bid documentation will be accomplished in the same manner as for the Contractor's bid documentation. If a subcontractor, manufacturer or supplier is replaced, bid documentation for the new subcontractor, manufacturer or supplier shall be submitted for review and escrow before authorization for the substitution will be granted. Upon request of a subcontractor, manufacturer or supplier, the bid documentation from that subcontractor, manufacturer or supplier shall be reviewed only by the subcontractor, manufacturer or supplier and the Department.

If the bidder is a joint venture, the bid documentation shall include the joint venture agreement, the joint venture estimate comparison and final reconciliation of the joint venture estimate.

Copies of the proposals submitted by the first, second and third low bidders will be provided to the respective bidders for inclusion in the bid documentation to be escrowed.

The first, second, and third apparent low bidders shall present the bid documentation for escrow at the District 4 Office, 111 Grand Avenue, Oakland, CA, (510) 286-5209, on the first Tuesday between 1:00 p.m. and 2:00 p.m., following the time indicated in the "Notice to Contractors" for the opening of bids. The fourth and subsequent apparent low bidders shall present the bid documentation for escrow if requested by the Department to do so.

Bid documentation shall be submitted as a paper copy in a sealed container, clearly marked with the bidder's name, date of submittal, project contract number and the words, "Bid Documentation for Escrow."



Failure to submit the actual and complete bid documentation as specified herein within the time specified shall be cause for rejection of the proposal.

Upon submittal, the bid documentation of the apparent low bidder will be examined and inventoried by the duly designated representatives of the Contractor and the Department to ensure that the bid documentation is authentic, legible, and in accordance with the terms of this section "Escrow of Bid Documentation." The examination will not include review of, nor will it constitute approval of, proposed construction methods, estimating assumptions or interpretation of the contract. The examination will not alter any conditions or terms of the contract. The acceptance or rejection by the Department that the submitted bid documents are in compliance with this section "Escrow of Bid Documentation" shall be completed within 48 hours of the time the bid documentation is submitted by the Contractor.

At the completion of the examination, the bid documents will be sealed and jointly deposited at an agreed commercial business in Oakland, CA.

Bid documentation submitted by the second and third apparent low bidders will be jointly deposited at agreed commercial businesses. If the apparent low bid is withdrawn or rejected, the bid documentation of the second low bidder will be examined and inventoried in the manner specified above, then sealed and deposited again in escrow. If the second low bid is withdrawn or rejected, the bid documentation of the third low bidder will be examined and inventoried in the manner specified above, then sealed and deposited again in escrow. Bid documentation from subsequent bidders, if requested, will be examined and inventoried in the same manner as specified above, then sealed and deposited in escrow. Upon execution and final approval of the contract or rejection of all bids, the bid documentation will be returned to any remaining unsuccessful bidders.

Any and all components of the escrowed bid documentation may be examined by the designated representatives of both the Department and the Contractor, at any time deemed necessary by either the Department or the Contractor to assist in the negotiation of price adjustments and change orders, or to assist in the potential resolution or in the settlement of claims or disputes. Such a joint review shall be performed within 15 days of receipt of a written request to do so by either party. If the Contractor refuses to participate in the joint examination of any and all components of the escrowed bid documentation as provided herein, such refusal shall be considered as a failure by the Contractor to exhaust administrative claim remedies with respect to the particular protest, notice of potential claim, or claim. In addition, this refusal by the Contractor shall constitute a bar to future arbitration with respect to the protest, potential claim or claim as provided by Section 10240.2 of the California Public Contract Code.

If requested by a Disputes Review Board, the escrowed bid documentation may be utilized to assist the Board in its recommendations.

The bid documentation submitted by the Contractor will be held in escrow until the contract has been completed, the ultimate resolution of all disputes and claims has been achieved and receipt of final payment has been accepted by the Contractor. The escrowed bid documentation will then be released from escrow to the Contractor.

The bid documentation submitted by the bidder is, and shall remain, the property of the bidder, and is subject to only joint review by the Department and the bidder. The Department stipulates and expressly acknowledges that the submitted bid documentation constitutes trade secrets and will not be deemed public records. This acknowledgment is based on the Department's express understanding that the information contained in the bid documentation is not known outside the bidder's business, is known only to a limited extent and only by a limited number of employees of the bidder, is safeguarded while in the bidder's possession, is extremely valuable to the bidder and could be extremely valuable to the bidder's competitors by virtue of it reflecting the bidder's contemplated techniques of construction. The Department acknowledges that the bid documentation includes a compilation of information used in the bidder's business, intended to give the bidder an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The Department agrees to safeguard the bid documentation, and all information contained therein, against disclosure, including disclosure of subcontractor bid documentation to the Contractor and other subcontractors to the fullest extent permitted by law. However, in the event of arbitration or litigation, the bid documentation shall be subject to discovery, and the Department assumes no responsibility for safeguarding the bid documentation unless the Contractor has obtained an appropriate protective order issued by the arbitrator or the court.

Full compensation for preparing the bid documentation, presenting it for escrow and reviewing it for escrow and upon request of the Engineer shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

The direct cost of depositing the bid documentation in escrow at the agreed commercial business will be paid by the State.

### **SECTION 3. AWARD AND EXECUTION OF CONTRACT**

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: Department of Transportation, MS 43, Attn: Office Engineer, 1727 30th Street, Sacramento, CA 95816 or by facsimile to the Office Engineer at (916) 227-6282.

Bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done and the number of working days bid for completion of the work. The award of the contract, if made, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DVBE participation or has demonstrated, to the satisfaction of the Department, good faith efforts to do so.. The lowest bid will be determined on the basis of the "Total Basis for Comparison of Bids (A+B)" set forth in the proposal. The contract price for the awarded contract will be the "Total Bid (A)" set forth in the proposal.

Bids in which the number of working days bid for completion of the work exceed 175 will be considered non-responsive and will be rejected.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Department so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Department of Transportation MS 43, Attn: Office Engineer, 1727 30th Street, Sacramento, CA 95816.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 20 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

Attention is also directed to "Small Business and Non-small Business Subcontractor Preferences" of these special provisions.

A bidder who is certified as a Small Business by the Office of Small Business and DVBE Services, Department of General Services, will be allowed a preference in the award of this contract under the following conditions:

- A. The bidder filled out and signed the "Request for Small Business Preference and Non-small Business Subcontractor Preference" form, requesting Small Business preference, and attached a copy of its Office of Small Business and DVBE Services small business certification letter to the form; and
- B. The apparent low bidder is not certified as a Small Business.

A bidder who is not certified as a Small Business by the Office of Small Business and DVBE Services, Department of General Services, will be allowed a preference in the award of this contract under the following conditions:

- A. The bidder filled out and signed the "Request for Small Business Preference and Non-small Business Subcontractor Preference" form, requesting Non-small Business Subcontractor preference and notifying the Department that it commits to subcontract at least 25 percent of its bid amount with one or more Small Businesses, and submitted the "CALTRANS BIDDER – SMALL BUSINESS SUBCONTRACTOR – INFORMATION" form listing the subcontractors and suppliers it commits to subcontract with; and
- B. The apparent low bidder is not certified as a Small Business, and has not filled out and signed the "Request for Small Business Preference and Non-small Business Subcontractor Preference."

The small business preference will be a reduction in the bid submitted by the small business contractor, for bid comparison purposes, by an amount equal to 5 percent of the amount bid by the apparent low bidder, the amount not to exceed \$50,000. If this reduction results in the small business contractor becoming the low bidder, then the contract will be awarded to the small business contractor on the basis of the actual bid of the small business contractor notwithstanding the reduced bid price used for bid comparison purposes.

The Non-Small Business Subcontractor preference will be a reduction in the bid submitted by the Non-small Business contractor requesting the preference, for bid comparison purposes, by an amount equal to 5 percent of the amount bid by the apparent low bidder, the amount not to exceed \$50,000. If this reduction results in the Non-small Business contractor requesting the preference becoming the low bidder, or in a precise tie with a Non-small Business apparent low bidder not requesting the preference, then the contract will be awarded to the Non-small Business contractor requesting the preference on the basis of its actual bid notwithstanding the reduced bid price used for bid comparison purposes. Application of the Non-Small Business Subcontractor preference shall not result in the displacement of a Small Business in winning the award.

Attention is also directed to "California Company Preference" of these special provisions.

The amount of the California company reciprocal preference shall be equal to the amount of the preference applied by the state of the nonresident contractor with the lowest responsive bid, except where the "California company" is eligible for a California Small Business Preference or a California Non-small Business Subcontractor Preference, in which case the preference applied shall be the greater of the two, but not both.

If the bidder submitting the lowest responsive bid is not a "California company" and with the benefit of the reciprocal preference, a "California company's" responsive bid is equal to or less than the original lowest responsive bid, the "California company" will be awarded the contract at its submitted bid price except as provided below.

Small business bidders shall have precedence over nonsmall business bidders in that the application of the "California company" preference for which nonsmall business bidders may be eligible shall not result in the denial of the award to a small business bidder.

DVBE bidders shall have precedence over non-DVBE bidders in that in the event the application of the small business preference to more than one bidder results in a precise tie in the bid amounts used for comparison purposes, the award shall go to the DVBE that is also a small business. This precedence shall not apply to the application of the California company reciprocal preference.

### **5-1.09 SUBCONTRACTING**

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of these special provisions.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

Unauthorized substitution of a listed subcontractor may constitute a violation of the "Subletting and Subcontracting Fair Practices Act" and may subject the contractor to the penalties imposed therein.

#### **5-1.09A DVBE SUBCONTRACTING**

The DVBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DVBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DVBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Unauthorized substitution of a DVBE may also constitute a violation of California Code of Regulations Section 1896.64. The Contractor shall not be entitled to payment for the work or material unless it is performed or supplied by the listed DVBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

The provisions in Section 2-1.02, "Disabled Veteran Business Enterprise (DVBE)," of these special provisions that DVBEs shall be certified on the date bids are opened does not apply to substitutions after award of the contract.

The Contractor shall maintain records of all subcontracts entered into with certified DVBE subcontractors and records of materials purchased from certified DVBE suppliers. The records shall show the name and business address of each DVBE subcontractor or vendor and the total dollar amount actually paid each DVBE subcontractor or vendor.

Contractor agrees that the awarding department will have the right to review, obtain and copy all records pertaining to performance of DVBEs during the contract. Contractor agrees to provide the awarding department with any relevant information requested and shall permit access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

#### **5-1.09B NON-SMALL BUSINESS SUBCONTRACTING**

The Small Business subcontractors listed by the Contractor in response to the provisions in Section 2-1.03B, "Non-small Business Subcontractor Preference," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified as Small Business, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Unauthorized substitution of a Small Business subcontractor may also constitute a violation of California Code of Regulations Section 1896.10 and may subject the contractor to the sanctions referenced therein.

The provisions in Section 2-1.03B, "Non-small Business Subcontractor Preference," of these special provisions that Small Business subcontractors shall be certified on the date bids are opened does not apply to substitutions after award of the contract.

The Contractor shall maintain records of all subcontracts entered into with certified Small Business subcontractors and records of materials purchased from certified Small Business suppliers. The records shall show the name and business address of each Small Business subcontractor or vendor and the total dollar amount actually paid each Small Business subcontractor or vendor.

Contractor agrees that the awarding department will have the right to review, obtain and copy all records pertaining to performance of Small Businesses during the contract. Contractor agrees to provide the awarding department with any relevant information requested and shall permit access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Code of Regulations Section 1896, et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

<p align="center"><b>Chart No. 1</b> <b>Multilane Lane Requirements</b></p>																									
<p><b>Location: Eastbound -On Route 580 – At the Richmond/San Rafael Bridge (Lower Deck)</b> <b>Marin/Contra Costa County</b></p>																									
FROM HOUR TO HOUR	A.M.												P.M.												
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	
Fridays	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	
Saturdays	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	
Sundays	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	
Day before designated legal holiday																									
Designated legal holidays																									
<p><b>Legend:</b></p> <p>1 One lane open in direction of travel</p> <p>2 Two lanes open in direction of travel; Shoulder may be closed.</p>																									
REMARKS:																									

Chart No. 2 Multilane Lane Requirements																									
Location: Westbound -On Route 580 – At the Richmond/San Rafael Bridge (Upper Deck) Marin/Contra Costa County																									
FROM HOUR TO HOUR	A.M.												P.M.												
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	
Mondays through Thursdays	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	
Fridays	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	
Saturdays	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	
Sundays	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	1	1	1	1	
Day before designated legal holiday																									
Designated legal holidays																									
<b>Legend:</b>																									
1	One lane open in direction of travel																								
2	Two lanes open in direction of travel; Shoulder may be closed.																								
<b>REMARKS:</b>																									
1. Except for activities related to traffic control, permanent striping and placement of polyester concrete, whenever work is being performed on specific lane(s) in the westbound direction, the eastbound lane (lower deck) directly underneath the work will also be closed.																									

## **REPAIR DECK JOINTS**

Repairing deck joints shall consist of removing portions of existing reinforced concrete bridge deck, furnishing, placing, and removing scaffolding and temporary bridge decking, if required, constructing new deck joints, and furnishing and placing joint seal, at locations shown on the plans and in conformance with these special provisions.

Attention is directed to "Order of Work" and "Maintaining Traffic" of these special provisions.

### **Scaffolding**

Scaffolding shall be defined in accordance with and shall conform to the Construction Safety Orders of the Division of Occupational Safety and Health and these special provisions.

If scaffolding is constructed for this project over or adjacent to traffic, or suspended from the traveled way, the Contractor shall submit to the Engineer working drawings for scaffolding systems in conformance with Section 5-1.02, "Plans and Working Drawings" of the Standard Specifications, and these special provisions.

Scaffolding working drawings shall include the following items:

- A. Descriptions, calculations, and values for all loads anticipated during the erection, use, and removal of scaffolding.
- B. Methods and equipment for erecting, moving, and removing scaffolding.
- C. Design details including bolt layouts, welding details, and any connections to existing structures.
- D. Stress sheets including a summary of computed stresses in the (1) scaffolding, (2) connections between scaffolding and any existing structures and (3) existing load supporting members. The computed stresses shall include the effects of erection, movement, and removal of the scaffolding.

The scaffolding manufacturer's name, address, and phone number shall be shown on the working drawings.

The working drawings shall be stamped and signed by an engineer who is registered as a Civil Engineer. In addition, prior to submitting the working drawings to the Engineer, the working drawings shall be stamped and signed by an independent reviewer who is registered as a Civil Engineer in the State of California. The independent reviewer shall not be employed by the same entity preparing the working drawings.

The Contractor shall allow one week for the review of a complete submittal for scaffolding working drawings. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Welding for the manufacturing and erection of scaffolding shall conform to the requirements in AWS D1.1 or D1.2 for steel or aluminum construction respectively.

Full compensation for conforming to the above requirements shall be considered as included in the contract prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

### **Removal**

Removing portions of bridges shall conform to the provisions in Section 15-4, "Bridge Removal," of the Standard Specifications and these special provisions.

Removed materials that are not to be salvaged or used in the reconstruction shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

The Contractor shall submit a complete bridge removal plan to the Engineer detailing procedures, sequences, and all features required to perform the removal in a safe and controlled manner.

The bridge removal plan shall include, but not be limited to the following:

- A. The removal sequence, including staging of removal operations.
- B. Equipment locations on the structure during removal operations.
- C. Locations where work is to be performed over traffic and utilities.
- D. Details, locations, and types of protective covers to be used.
- E. Measures to assure that people, property, utilities, and improvements will not be endangered.
- F. Details and measures for preventing material, equipment, and debris from falling onto the waterway and public traffic.

Working drawings with design calculations for the protective cover shall be included in the bridge removal plan and the bridge removal plan shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California. The design calculations shall be adequate to demonstrate the stability of the structure during all stages of the removal operations. Calculations shall be provided for each stage of bridge removal and shall include dead and live load values assumed in the design of protective covers.

The bridge removal plan shall conform to the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The number of sets of drawings, design calculations, and the time for reviewing bridge removal plans shall be the same as specified for falsework working drawings in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications.

Protective covers shall be designed and constructed in conformance with the provisions in Section 51-1.06, "Falsework," of the Standard Specifications and these special provisions.

The assumed horizontal load to be resisted by the temporary support shoring and temporary bracing, for removal operations only, shall be the sum of the actual horizontal loads due to equipment, construction sequence or other causes, and an allowance for wind, but in no case shall the assumed horizontal load to be resisted in any direction be less than 5 percent of the total dead load of the structure to be removed.

The following additional requirements apply to the removal of portions of bridges whenever the removal work is to be performed over public traffic:

- A. A protective cover shall be constructed before beginning bridge removal work. The protective cover shall be supported by shoring, falsework, or members of the existing structure. The Contractor shall be responsible for designing and constructing safe and adequate protective covers, shoring, and falsework with sufficient strength and rigidity to support the entire load to be imposed.
- B. The construction and removal of the protective cover, and the installation and removal of temporary railings shall conform to the provisions in "Order of Work," of these special provisions.
- C. Bridge removal methods shall be described in the working drawings supported by calculations with sufficient details to substantiate live loads used in the protective cover design. Dead and live load values assumed for designing the protective cover shall be shown on the working drawings.
- D. The protective cover shall prevent any materials, equipment, or debris from falling onto public traffic. The protective cover shall have a minimum strength equivalent to that provided by good, sound Douglas fir planking having a nominal thickness of 50 mm. Additional layers of material shall be furnished as necessary to prevent fine materials or debris from sifting down upon the traveled way and shoulders.
- E. During the removal of bridge segments, and when portions of the bridge, such as deck slabs or box girder slabs, comply with the requirements for the protective cover, a separate protective cover need not be constructed.
- F. Falsework or supports for protective covers shall not extend below the vertical clearance level nor to the ground line at any location within the roadbed.
- G. The construction of the protective cover as specified herein shall not relieve the Contractor of responsibilities specified in Section 7-1.12A, "Indemnification," and Section 7-1.12B, "Insurance," of the Standard Specifications.
- H. Before removal of the protective cover, the Contractor shall clean the protective cover of all debris and fine material.

### **Temporary Deck Bridging**

In the event the concrete at the joint is removed and the Contractor is unable, as determined by the Engineer, to construct, finish and cure the new concrete by the time the affected lane is to be opened to traffic, the void created by the removal of concrete shall be either bridged with temporary deck bridging or filled with a temporary roadway structural section. If temporary deck bridging is used for bridging voids during reconstruction work, it shall be designed, constructed, monitored, maintained and removed as specified in these special provisions. If temporary roadway structural section is used for filling voids during reconstruction work, it shall conform to these special provisions.

All temporary deck bridging components shall be stored at a location such that they can be installed at the void within 30 minutes.

The Contractor shall submit to the Engineer working drawings and design calculations for the temporary deck bridging. The drawings and design calculations shall be signed by an engineer who is registered as a Civil Engineer in the State of California. Three sets of the drawings and one copy of the design calculations shall be furnished.

The temporary deck bridging working drawings shall conform to the requirements in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. Working drawings for any part of the temporary deck bridging shall include, but not be limited to, connection details, modifications to existing bridge members, shop details, erection and removal plans, and equipment lists.



The working drawings shall include descriptions and values of all loads, including construction equipment and vehicular live loads, descriptions of equipment to be used, and complete details and calculations for supporting all loads imposed.

The Contractor shall allow 3 weeks for the review of any temporary deck bridging working drawings after complete drawings, calculations and all support data have been submitted to the Engineer.

Should the Engineer fail to complete the review within the time allowed and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in temporary deck bridging working drawing review, the delay will be considered a right of way delay as specified in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The temporary deck bridging shall be mechanically connected to the existing structure while subjected to vehicular loads and shall not overstress, induce permanent forces into or produce cracking in the existing structure.

The temporary deck bridging shall be capable of supporting vehicular live loads, dead loads, construction equipment loads and additional loads imposed by the Contractor's operations. The construction equipment loads shall be the actual weight of the construction equipment.

As a minimum, the vehicular loading for the temporary deck bridging shall be the greater of AASHTO HS20-44 loading with 100 percent impact or AASHTO Permit loading with 100 percent impact.

The temporary deck bridging surface shall not vary more than 13 mm horizontally from the existing adjacent deck surfaces.

The temporary deck bridging shall have a uniform surface texture that provides a coefficient of friction of not less than 0.35.

Temporary deck bridging construction shall conform to the requirements for falsework in the first paragraph of Section 51-1.06B, "Falsework Construction," of the Standard Specifications.

Manufactured assemblies shall conform to the provisions in Section 51-1.06A(2), "Design Stresses, Loadings, and Deflections," of the Standard Specifications and these special provisions.

Welding, welder qualification, and inspection of welding shall conform to the requirements of ANSI/AASHTO/AWS D1.5.

Should unanticipated displacements, cracking or other damage occur to the existing structure or to any new components installed at the joint, the construction shall be discontinued until corrective measures satisfactory to the Engineer are performed. Damage to the structure as a result of the Contractor's operations shall be repaired by the Contractor in conformance with the provisions in Section 7-1.11, "Preservation of Property," of the Standard Specifications.

When temporary deck bridging is no longer needed to bridge the void, all temporary deck bridging and connections shall be removed from the existing structure.

If the temporary deck bridging is recessed in the bridge deck, its surface shall not vary more than 6 mm vertically from the existing adjacent deck surfaces.

If a ledge adjacent to the concrete removal limits shown on the plans is used for the support of temporary deck bridging, when temporary bridging is no longer needed, the ledge shall be chipped down at a minimum slope of 1:1 and the concrete to reconstruct the opening shall be placed within a single traffic closure period.

If the temporary deck bridging is not recessed in the bridge deck, tapers with 100 to 1 slope shall be constructed up to and away from the bridging. The material used to construct these tapers shall be of adequate rigidity to support vehicular traffic and shall be selected by the Contractor. If the bridging does not extend the entire width of the roadway, the sides of the bridging shall be tapered at a 12 to 1 slope.

### **Rapid Setting Concrete**

Rapid setting concrete for use in constructing the new joint shall conform to "Rapid Setting Concrete Patches," of these special provisions and the requirement specified herein.

The top surface of new concrete deck shall be finished in conformance with the provisions in Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications.

### **Reinforcement**

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

Exposed existing longitudinal deck reinforcement shall be cleaned and spliced with new deck reinforcement by service splices. The Department's mechanical splices prequalified list can be found at the following internet site:

The provisions of "Welding Quality Control" of these special provisions shall not apply to resistance butt welding.

When joining new reinforcing bars to existing reinforcement, sample splices shall be made using only the deformation pattern of the new reinforcement to be spliced.

### **Structural Steel**

Studs, plates and other steel components of new deck joint shall conform to the provisions in Section 55, "Steel Structures," of the Standard Specifications and shall be galvanized in conformance with the provisions in Section 75-1.05, "Galvanizing," of the Standard Specifications.

Attention is directed to "Welding" in Section 8, "Materials," of these special provisions.

### **Joints**

The pourable seal in the new deck joint shall conform to the requirements for Type A and AL seals in Section 51-1.12F(3), "Materials and Installation," of the Standard Specifications. The sealant may be mixed by hand-held power-driven agitators and placed by hand methods. Immediately prior to placing the seal, the joint shall be thoroughly cleaned, including abrasive blast cleaning of the concrete surfaces, so that all foreign material and concrete spillage are removed from all joint surfaces. Joint surfaces shall be dry at the time the seal is placed.

### **Measurement and Payment**

Repairing deck joints will be paid on a lump sum basis.

The contract lump sum price paid for repairing deck joints shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in repairing deck joints, complete in place, including scaffolding, if required, removing and disposing of portions of existing structures, furnishing temporary deck bridging, constructing new deck joints, and furnishing and placing joint seal, as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

**REQUEST FOR SMALL BUSINESS PREFERENCE OR NON-SMALL BUSINESS  
SUBCONTRACTOR PREFERENCE**

**Small Business Preference:**

The undersigned hereby requests small business preference and certifies, under penalty of perjury, that the firm meets the requirements of Section 1896(1), Title 2, of the California Code of Regulations, and is certified as a "Small Business" at the time and day of bid opening or has applied for certification and is subsequently certified by the Department of General Services. To further verify its Small Business status, the undersigned attaches a copy of its small business certification letter.

Date: \_\_\_\_\_

Federal Tax  
Identification Number \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

In the event Bidder has received assistance in obtaining bonding for this project, Bidder shall set forth the name and the nature of firm providing such assistance. Should the firm be listed as a Subcontractor, Bidder shall set forth the percentage of contract to be performed by the Subcontractor.

FIRM: \_\_\_\_\_

Subcontractor:      Yes \_\_\_\_\_      No \_\_\_\_\_      Percentage \_\_\_\_\_

**NOTE:**

- Bidder must also fill in and sign the signature page of the proposal.

**Non-Small Business Subcontractor Preference:**

The undersigned hereby requests non-small business subcontractor preference and notifies the Department that it commits to subcontract at least 25 percent of its bid amount with one or more firms that meet the requirements of Section 1896(1), Title 2, of the California Code of Regulations, and such firms are certified as "Small Business" at the time and day of bid opening or have applied for certification and are subsequently certified by the Department of General Services.

Date: \_\_\_\_\_

Federal Tax  
Identification Number \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

In the event Bidder has received assistance in obtaining bonding for this project, Bidder shall set forth the name and the nature of firm providing such assistance. Should the firm be listed as a Subcontractor, Bidder shall set forth the percentage of contract to be performed by the Subcontractor.

**NOTE:**

- Bidder must also fill in and sign the signature page of the proposal.

\_\_\_\_\_

CONTRACT NO. 04-041524

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REPLACED PER ADDENDUM NO. 1 DATED APRIL 12, 2006

## CALTRANS BIDDER - SMALL BUSINESS SUBCONTRACTOR - INFORMATION

If you are applying for the Non-Small Business Subcontractor Preference, this information may be submitted with your bid proposal. If it is not, it must be submitted and received at the Department of Transportation, 1120 N Street, Room 200, MS #26, Sacramento, California 95814 no later than the time specified in the Special Provisions.

**DISTRICT-CO.-RTE.-K.P.:** \_\_\_\_\_  
**DISTRICT-CONTRACT NO.:** \_\_\_\_\_  
**BID AMOUNT: \$** \_\_\_\_\_  
**BID OPENING DATE:** \_\_\_\_\_  
**BIDDER'S NAME:** \_\_\_\_\_

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED <sup>1</sup>	FOR CALTRANS ONLY	NAME OF SMALL BUSINESS SUBCONTRACTORS (Indicate Second and Lower Tier Subcontractors)	DOLLAR AMOUNT
<b>IMPORTANT: Names of First Tier Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with bid pursuant to the Subcontractors Listing Law and Section 2-1.01, "General," of the Special Provisions. Identify Second and Lower Tier Subcontractors on this form.</b>			<b>Total Claimed Participation</b>	\$ _____  _____ %

1. If 100% of an item is not performed or furnished by Small Business subcontractors, describe the exact portion, including the planned location of work to be performed, of item to be performed or furnished by Small Business subcontractors.

\_\_\_\_\_  
Signature of Bidder Date

\_\_\_\_\_  
(Area Code) Telephone Number

\_\_\_\_\_  
Person to Contact (Please Type or Print)

Small Bus Sub CT Bidder Information (04-10-06)-

**ENGINEER'S ESTIMATE**  
**04-041524**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	LUMP SUM	LUMP SUM	
2	070018	TIME-RELATED OVERHEAD	LS	LUMP SUM	LUMP SUM	
3	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	
4	074020	WATER POLLUTION CONTROL	LS	LUMP SUM	LUMP SUM	
5	038703	TEMPORARY CONCRETE WASHOUT FACILITIES	LS	LUMP SUM	LUMP SUM	
6	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	2		
7	074041	STREET SWEEPING	LS	LUMP SUM	LUMP SUM	
8 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	
9 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	
10 (S)	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	M	80 000		
11 (S)	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	15		
12	BLANK					
13	129100	TEMPORARY CRASH CUSHION MODULE	EA	34		
14 (S)	040229	REMOVE CEMENT MORTAR DECK SURFACE	M2	121 200		
15	153223	REMOVE UNSOUND CONCRETE	M3	159		
16	153225	PREPARE CONCRETE BRIDGE DECK SURFACE	M2	121 200		
17	511124	RAPID SETTING CONCRETE (PATCH)	M3	159		
18	515041	FURNISH POLYESTER CONCRETE OVERLAY	M3	2364		
19 (F)	515042	PLACE POLYESTER CONCRETE OVERLAY	M2	121 200		
20 (S)	840515	THERMOPLASTIC PAVEMENT MARKING	M2	940		

**ENGINEER'S ESTIMATE  
04-041524**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21 (S)	840561	100 MM THERMOPLASTIC TRAFFIC STRIPE	M	22 100		
22 (S)	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	3020		
23 (S)	850110	PAVEMENT MARKER (RETROREFLECTIVE-SPECIAL TYPE C)	EA	26		
24 (S)	850112	PAVEMENT MARKER (RETROREFLECTIVE-SPECIAL TYPE G)	EA	1470		
25 (S)	850113	PAVEMENT MARKER (RETROREFLECTIVE-SPECIAL TYPE H)	EA	1500		
26	BLANK					
27	150710	REMOVE TRAFFIC STRIPE	M	180		
28	039240	REPAIR DECK JOINTS	LS	LUMP SUM	LUMP SUM	
29	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	

**TOTAL BID (A):** = \_\_\_\_\_ \$

**TOTAL BID (B):**

**\$13,900.00**      X      \_\_\_\_\_ = \_\_\_\_\_ \$

(Cost Per Day)      (Enter Working Days Bid)  
(Not To Exceed 175 Days)

**TOTAL BASIS FOR COMPARISON OF BIDS:**      (A + B): \_\_\_\_\_ \$